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UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA

CRYSTAL SNIDER, an individual, Plaintiff, vs. ASCENA RETAIL GROUP, INC., BENEFITS PLAN, and DOES 1-10, inclusive, Defendants.	Case No. CV17-00445 **COMPLAINT FOR:** **BREACH OF PLAN (RECOVERY OF PLAN BENEFITS)**

1. CRYSTAL SNIDER ("Plaintiff") complains and alleges:

INTRODUCTORY ALLEGATIONS

2. This Court's jurisdiction is invoked pursuant to 29 U.S.C. § 1132(e). Plaintiff's claims arise under the Employee Retirement Income Security Act of 1974 ("ERISA"), 29 U.S.C. § 1001, et seq. Alternatively, Plaintiff's claims arise in part under ERISA and in part under state law claims falling within the pendent or supplemental jurisdiction of this Court, deriving from a common nucleus of operative facts.

3. Venue is properly within the Central District of California pursuant to

29 U.S.C. § 1132(e)(2), because the acts complained of have occurred within this District, because the breach took place within this district, and because the ends of justice so require.

4. This action seeks damages for the denial of health insurance benefits under a group health insurance plan ("the Plan") established and funded by Defendants under which Plaintiff is a plan participant. The Plan Number is 501.

5. Plaintiff seeks benefits, attorneys' fees and costs, and other appropriate relief for the improper, erroneous, and illegal denial of health benefits owed to Plaintiff, as a participant and beneficiary of the Plan.

6. At all relevant times, the Plan was an employee welfare benefit plan that provided Plaintiff with PPO health insurance coverage. The Plan that is the subject of this action is and was an employee welfare benefit plan within the meaning of 29 U.S.C. § 1002(1) sponsored by and established for the purpose of providing peace of mind and security to its participants.

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THE PARTIES AND THEIR RELATIONSHIPS

7. CRYSTAL SNIDER ("Plaintiff") is, and at all times herein mentioned was, a resident and citizen of the County of Riverside, State of California. She is the mother and guardian of her minor daughter Brooklyn Snider.

8. ASCENA RETAIL GROUP, INC., BENEFITS PLAN is the ERISA employee welfare benefit plan. Plaintiff is informed and believes and thereon alleges that Ascena Retail Group, Inc., Benefits Plan ("the Plan") is domiciled in the State of Delaware.

9. The true names and capacities, whether individual, corporate, associate, or otherwise, of Defendants Does 1 through 10, inclusive, are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is informed and believes and thereon alleges that each of Defendants designated herein as a Doe is legally responsible in some manner for the events and

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happenings referred to herein and legally caused injury and damages proximately to Plaintiff. Plaintiff will seek leave of this Court to amend this Complaint to insert their true names and capacities in place of and instead of the fictitious names when they become known to Plaintiff.

10. Defendants' conduct described herein was undertaken by the corporate Defendants' officers and managing agents, identified herein as Does 1 through 10, who were and are responsible for claims supervision and operations, underwriting, communications, and decision making. The aforesaid conduct of these managing agents and individuals was therefore undertaken on behalf of Defendants. Defendants had advance knowledge of the actions and conduct of these individuals whose actions and conduct were ratified, authorized, and approved by managing agents whose precise identities are unknown to Plaintiff at this time and are therefore identified and designated herein as Does 1 through 10, inclusive.

11. At all times herein mentioned, unless otherwise specified, Defendants and Does 1 through 10 were the agents and employees of each other, and were at all times acting within the purpose and scope of said agency and employment, and each such Defendant has ratified and approved the acts of his agent.

FACTUAL BACKGROUND

12. The Plan promises to provide reimbursement for medical expenses incurred by plan participants and their dependents, subject to terms and conditions set forth in the Plan documents.

13. Plaintiff and her daughter have been at all relevant times herein participants and beneficiaries in the Plan.

14. All of the medical expenses incurred that are at issue in this action were covered and medically necessary under the terms of the Plan and applicable law.

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15. Plaintiff and her daughter are eligible for benefits under the Plan.

16. The Plan is administered by Blue Cross of California.

17. Plaintiff and her daughter are fully covered under the Plan, and there are no eligibility issues.

18. All medically-necessary medical care is covered under the Plan.

19. Plaintiff's six-year old daughter required acute medical care due to severe respiratory distress in or about April 2015. She was receiving care at Loma Linda University Medical Center in Murietta, California, when the doctors there determined that Brooklyn's life was in danger and that she must be transported to a facility immediately that could care for her condition. The doctors at Loma Linda, including Stephanie Guerreri, M.D., determined that it was medically necessary to transport Brooklyn via air ambulance to Radys Children's Hospital in San Diego, California.

20. Plaintiff and the medical providers sought and obtained from the Plan authorization for the air ambulance.

21. Defendants refused to pay for the air ambulance, which did save Plaintiff's daughter's life.

22. Plaintiff appealed the failure to pay the claims, and Defendants refused to consider the appeal.

23. Ultimately, Defendants rejected the appeal and refused to make any further payment, all in violation of the terms of the Plan.

24. Plaintiff incurred over $50,000 in covered medical expenses that were not reimbursed.

FIRST CAUSE OF ACTION

FOR BREACH OF PLAN AND RECOVERY OF PLAN BENEFITS

(Against All Defendants)

25. The allegations contained in all previous paragraphs are incorporated

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herein by reference as though set forth in full.

26. The Plan promises to provide reimbursement for medical expenses incurred by plan participants and their dependents, subject to terms and conditions set forth in the Plan documents.

27. Plaintiff and her daughter have been at all relevant times herein participants and beneficiaries in the Plan.

28. All of the medical expenses incurred that are at issue in this action were covered and medically necessary under the terms of the Plan and applicable law.

29. Plaintiff and her daughter are eligible for benefits under the Plan.

30. The Plan is administered by Blue Cross of California.

31. Plaintiff and her daughter are fully covered under the Plan, and there are no eligibility issues.

32. All medically-necessary medical care is covered under the Plan.

33. Plaintiff's six-year old daughter required acute medical care due to severe respiratory distress in or about April 2015. She was receiving care at Loma Linda University Medical Center in Murietta, California, when the doctors there determined that Brooklyn's life was in danger and that she must be transported to a facility immediately that could care for her condition. The doctors at Loma Linda, including Stephanie Guerreri, M.D., determined that it was medically necessary to transport Brooklyn via air ambulance to Radys Children's Hospital in San Diego, California.

34. Plaintiff and the medical providers sought and obtained from the Plan authorization for the air ambulance.

35. Defendants refused to pay for the air ambulance, which did save Plaintiff's daughter's life.

36. Plaintiff appealed the failure to pay the claims, and Defendants refused to consider the appeal.

37. Ultimately, Defendants rejected the appeal and refused to make any further payment, all in violation of the terms of the Plan.

38. Plaintiff incurred over $50,000 in covered medical expenses that were not reimbursed.

39. Plaintiff appealed the decision under ERISA, which Defendants rejected.

40. The Plan calls for performance within the jurisdiction of the above-entitled Court.

41. Plaintiff has pursued and exhausted all administrative appeals, which the Plan and Defendants have denied.

42. Defendants' denial was without just cause.

43. As a direct and proximate result of Defendants' refusal to honor the terms of the Plan, Plaintiff has suffered contractual damages under the Plan and other incidental damages and out-of-pocket expenses, including attorney fees and costs, all in a sum to be determined at the time of trial.

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PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for judgment as follows:

1. For benefits payable under the Plan to reimburse Plaintiff, a participant of the Plan, in the amount of the total of the medical bills incurred by Plaintiff plus interest and costs;

2. For reasonable attorneys' fees and costs pursuant to 29 U.S.C. § 1132(g)(1);

3. For pre-judgment and post-judgment interest at the appropriate rate; and

4. For such other relief as the Court deems appropriate.

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Dated: March 10, 2017

LAW OFFICES OF CHRISTIAN J. GARRIS

By:______________________________
Christian J. Garris, Esq.

Attorneys for Plaintiff